

## OCCUPATIONAL THERAPY CONTRACT

This Contract, made effective July 26, 2016, between the Anthony Medical Center (CENTER) and the Harper County Board of Health (COUNTY), witness that:

Whereas, the CENTER operates a hospital and primary care center, which provides occupational therapy services in Harper County, and the CENTER employs an occupational therapist to deliver such services, and

Whereas, the COUNTY operates a Home Health program pursuant to K.S.A. 65-5101, et seq., which includes occupational therapy and related services, and the COUNTY desires to contract with the CENTER to provide such services, and

Whereas, the parties have negotiated an agreement concerning their respective interests and wish to reduce their agreement to a written document reflecting their intentions,

Therefore, the parties mutually agree as follows:

1. **Offer/Acceptance.** The COUNTY hereby offers to contract with the CENTER for the CENTER to provide an occupational therapist to perform occupational therapy and related services for the COUNTY's Home Health Program, and the CENTER accepts such offer.
2. **Term.** The term of this contract is from July 26, 2016, through July 25, 2018. This contract shall automatically renew on a year-to-year basis, for up to two (2) successive years. For purposes of this contract, the phrase "contract year" shall mean the initial term of this contract or any renewal thereof. Under no circumstances shall this contract continue in force after July 25, 2016.
3. **Termination.** (a) Either party may terminate this contract at any time upon giving written notice specifying that this contract shall terminate on a date certain, which date must be at least 30 days after the date that notice is given. (b) Neither party's duties nor obligations under this contract shall survive the termination of this contract.
4. **Compensation.** For all occupational therapy services provided to COUNTY by the CENTER, the COUNTY shall pay the CENTER at the rate of \$55.00 per hour for services of any licensed occupational therapist or \$40.00 per hour for a licensed occupational therapy assistant for actual hours provided by such employees of the CENTER or by such contracted providers of the CENTER in performing such services, plus mileage at the approved state rate per mile. The CENTER shall maintain time records of hours actually worked by its employees or by its contracted providers, and shall submit such records to the Harper COUNTY Health Department/Harper COUNTY Home Health Agency Administrator in a timely manner. Payment for such services shall be by COUNTY warrant on the second and fourth Tuesday of each month.
5. **CENTER Services, Duties and Responsibilities.** For the compensation hereinabove set forth and during the term of this contract, CENTER employees or contracted providers shall render the services and perform the duties and

responsibilities set forth on the attached Exhibit "A" which is incorporated herein by reference.

6. **COUNTY Services, Duties and Responsibilities.** The COUNTY shall supply, without cost or expense to the CENTER, such support personnel, supplies and materials as are reasonably necessary to assist the employees of the CENTER in the performance of services under this contract.
7. **Liability Insurance.** Each party shall maintain such general and professional liability insurance as it deems appropriate or as required by law, to cover the acts and omission of its own employees or contracted providers, and neither party shall be responsible for the acts and omissions of the other party's employees or contracted providers.
8. **Records.** All records concerning Home Health Program patients shall belong to and remain the property of the Harper County Health Department/Harper County Home Health Agency, but the CENTER and the patient's physician shall be entitled to reproduce such records.
9. **Notices.** Any notice required or permitted under this contract shall be in writing and sent by certified mail to the receiving party's last known address, and shall be deemed given when mailed.
10. **Construction.** This contract shall be governed by the laws of the state of Kansas. Any waiver of any breach of this contract shall not operate or be construed as a waiver of any subsequent breach.
11. **Entire Agreement.** This contract constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter hereof, and there shall be no amendment or modification of this contract, except in writing signed by the parties.
12. **Binding Effect/Assignability.** This contract shall be binding upon the parties, and their respective heirs, devisees, legatees, personal representatives and successors. This contract shall not be assignable.

In witness whereof, the parties have signed duplicate originals of this contract.

Date: \_\_\_\_\_

Harper County Board of County Commissioners  
Harper County Board of Health

\_\_\_\_\_  
Carla Pence, Chairperson

Date: \_\_\_\_\_

Anthony Medical Center

\_\_\_\_\_  
Kim Barwick, Interim CEO

\_\_\_\_\_  
Lori Allen, Interim CEO

## **EXHIBIT “A”**

1. Therapy services shall be provided on a case-by-case basis at the direction of, and as prescribed by, the patient’s licensed physician. Such services may not be altered in type, scope or duration without the specific advice of the referring physician. Interpretation of the prescription, from the referring physician, may be requested by the Harper County Health Department/Harper County Home Health Agency or the therapist, at any time.
2. The therapist will assist the physician in evaluating the client level of function; assist in development of the plan of care (revising it as necessary); prepare clinical forms and progress notes; and advise and consult with the family and other agency personnel.
3. Consultation and training services shall also be furnished by the therapist to the Harper County Health Department/Harper County Home Health Agency staff as requested by the Harper County Health Department/Harper County Home Health Agency.
4. Patients are accepted for care only by the Harper County Health Department/Harper County Home Health Agency.
5. The therapy services shall be within the scope of the conditions of participation, the policies for the Harper County Health Department/Harper County Home Health Agency, community standards, and shall be in compliance with the laws governing the practice of the therapist.
6. Therapy visits will be made with a minimum of delay and will be scheduled by the therapist in accordance with the Plan of Care. The therapist will complete periodic patient evaluations in accordance with the guidelines outlined by CMS.
7. Documentation on visits by the therapist will be made available to the Harper County Health Department/Harper County Home Health Agency within 48 hours of completion of the home visit.
8. Therapy services will be controlled, coordinated and evaluated by the Harper County Health Department/Harper County Home Health Agency through monthly quality assurance reviews, ongoing communication with therapy personnel and patient satisfaction surveys.